

C.9

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: October 18, 2005

SUBJECT: **APPROVAL OF TELECOMMUNICATIONS FACILITY LEASE WITH VOICESTREAM PCS III CORPORATION AT EDUCATION HILL WATER TANK SITE (17100 NE 104th STREET)**

I. RECOMMENDED ACTION

Approve by motion a Telecommunication Facility Lease between the City of Redmond and Voicestream PCS III Corporation, and authorize the Mayor to sign the Lease with the condition that Voicestream PCS III Corporation execute the Lease no later than 90-days following substantial completion of the Education Hill Water Tanks' Restoration Project.

II. DEPARTMENT CONTACT PERSONS

Dave Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Director of Public Works	556-2733
Scott Thomasson, Water/Wastewater Eng. Manager	556-2829
Debby Wilson, Real Property Manager	556-2715

III. DESCRIPTION

The City has received an application from T-Mobile/Voicestream PCS III Corporation (Voicestream) to lease space at the Education Hill water tank site. The tank site is located at the southwest corner of NE 104th Street and 172nd Avenue NE. The Lease is specifically for the purpose of installing, operating, and maintaining telecommunication and antenna facilities to offer additional telecommunication service to the surrounding area of Redmond. Terms and conditions have been developed for the City's granting of lease rights that are acceptable to City staff, the City Attorney and Voicestream. The proposed Lease reflects changes made in 2003 by Ordinance 2175 to the City's standard telecommunications facility lease agreement.

For leasing purposes only, the facility information submitted as of this date is sufficient and acceptable to determine the proposed use of the tank site. The facilities will consist of a mounted antennae system on the east water tank at the site, with supporting ground equipment.

During the fall of 2005 through spring of 2006, the east water tank at the tank site will undergo major structural upgrades along with exterior feature changes (painting). During the tank project, all telecommunications equipment located on the east tank of the tank site must be removed. The Lease addresses Voicestream having temporary facilities to support their system during the tank project. Following the tank project, all telecommunication antennas and cabling must be relocated to the new top edge railing; doing so will allow less interference with future tank maintenance. When Voicestream originally submitted their development plans, which have been approved, and Lease Application, the City was just beginning its investigation of a tank restoration project. With the approval of this lease, Voicestream will be able to proceed with permanent ground equipment and temporary antenna facilities at the tank site and then be able to install their permanent antenna system when the tank project is complete. Prior to Voicestream installing permanent antenna equipment on the restored tank they will be required to obtain development and building permit approval before commencing with installing a permanent antenna system. The lease does not allow for any changes that will affect the size and scope of the proposed installations.

Voicestream's ground equipment will be replacing, or that they will use, equipment that remains from bankrupt Metricom, Inc. (Abandonment of the equipment was approved by the United States Bankruptcy Court in September 2001.) As found in the Lease Addendum, Voicestream will be responsible for removing any of Metricom's abandoned equipment and fixtures that they will not be using under the Lease. City staff has assessed that the value of the equipment that remains from Metricom, such as the antennas mounted to the sides of the tank, and has determined that any residual value that the equipment may have will be offset by the requirement that Voicestream remove the equipment.

There has been a strong interest by several telecommunication facility companies to lease City water tank sites. With limited facility opportunities at each site and the anticipation of continued interest by telecommunication companies, it is recommended if any City Council approved telecommunication facility lease does not become effective within a reasonably defined period following lease approval, then the lease and lease approvals be deemed null and void. This would prevent delaying and/or preventing City lease discussions with other potential telecommunication facility tenants. Allowing Voicestream to have up to 90-days

following substantial completion of the tank restoration project to execute an approved lease is considered reasonable.

IV. IMPACT

A. Service/Delivery

1. Water Utility

There are no anticipated negative impacts on water utility service delivery resulting from the approval of the Lease. The compensation paid by Voicestream will be received by the City's water utility. The payments should adequately compensate the utility for accommodating the facility on the tank site. The renewable five-year term and the City's ability to have the facilities relocated at Voicestream's expense, if such need arises, grants the City the flexibility necessary to manage the tank site without negative impacts on service delivery.

2. Telecommunications Service

Per the City's development regulations, the use of public property is preferred for siting of telecommunications antennae. The Lease will allow for telecommunications services to the Redmond community in a manner that is aligned with City policies and values.

B. Fiscal

The City has been compensated for the staff time devoted to processing the Lease by the payment of an application fee in the amount of \$2,715. There should be no negative fiscal impacts resulting from the implementation of the Lease.

The terms of the Lease adhere to the ideals of the City's Master Telecommunications Ordinance, Chapter 12.14 of the Redmond Municipal Code. Compensation to the City will be Thirteen Thousand One Hundred Fifty Nine and no/100 Dollars (\$13,159.00) for the first year of the Lease, if the Lease is fully executed within calendar year 2005. If the Lease is executed in calendar year 2006, the first year's compensation will be four percent greater or Thirteen Thousand Six Hundred Eighty Five and no/100 dollars (\$13,685.00). The Lease's annual rental rate is protected from erosion due to inflation through the use of a lease escalation clause (minimum 4% or CPI-index).

C. Aesthetics

The proposed installation will consist of an antennae system mounted to the eastern tank structure with supporting equipment on the ground. With Voicestream being in the same location as already existing ground facilities and the requirement that any antenna equipment will have to be mounted to the new railing system, aesthetic impacts will be minimal and the existing and future use of the site by the City will not be adversely affected.

V. **ALTERNATIVES**

The provisions of Section 12.14.0510 of the RMC govern the alternative actions available to the Council. Given the tenets of that section, the Council's alternatives are the following:

- A. Approve by motion the proposed Lease;
- B. Approve by motion the proposed Lease, with conditions;
- C. Deny by motion the proposed Lease and issue a written determination that includes the reason(s) for denial; or
- D. Delay action on this item to a later date.

VI. **LIST OF ATTACHMENTS**

- A. Proposed Facility Lease between the City and Voicestream
- B. Proposed Voicestream facilities/equipment

William J. Campbell for

David Rhodes, Director of Public Works

10/7/05

Date

Approved for Council Agenda

s/s

Rosemarie Ives, Mayor

10/7/05

Date

ATTACHMENT A

FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

THIS LEASE is entered into by and between the **City of Redmond** ("City"), Washington, and **Voicestream PCS III Corporation**, a Delaware Corporation ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the facilities described on its Facilities Lease Application on and adjacent to the **Education Hill East Water Tank** ("Facility") for the purpose of providing a wireless communications system. The location of said Facility is the **SW corner of NE 104th Street and 172nd Avenue NE**, Redmond, Washington. Such location is more particularly described in Exhibit "A" which is attached hereto and made part hereof by this reference.

Section 2. Authority Granted. Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to minor, non-substantive changes resulting from the development review process, antennae and supporting improvements shall be substantially in compliance with the written descriptions as contained in Exhibit "B," and as illustrated in Exhibit "C," both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted antennae, facilities, equipment and improvements shall be permitted without first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld or delayed. However, the Facility may not be used for cable television, cable internet or wireline telephone services.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's equipment and improvements are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility. This Lease merely authorizes Lessee to use and occupy the Facility for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Property. All improvements installed by Lessee, excluding telecommunications equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after thirty (30) days written notice from the City and Lessee shall within ten (10) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense at the termination of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice

from the City to Lessee of the requirement of removal. During installation and removal of its telecommunications equipment and other improvements, Lessee shall comply with all noise suppression requirements of the City, recognizing that the improvements may be adjacent to a residential area. Prior to the commencement of installation or removal construction, Lessee will obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently with the termination of this Lease. However, Lessee shall give ten (10) working days advance written notice to the City prior to commencement of any maintenance or repair of its telecommunications equipment located upon the Facility, except as specified in Section 6. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the **Education Hill East Water Tank** site.

Section 6. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's equipment without prior notification. The Lessee shall ensure that any switches for turning off the Lessee's equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's equipment.

In the event of any emergency in which any of Lessee's telecommunications facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 7. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of telecommunications facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease.

Section 8. Consideration. The annual rental fee (annual rent) for the Facility shall be **\$13,159** per year, if Lessee executes this Lease within the calendar year 2005 except as modified below. If Lessee executes this Lease within the calendar year 2006, the first year's annual rent shall be **\$13,685** except as modified below.

After the first year, the annual rent shall be increased by not less than 4% or the CPI-Urban for the Seattle/Tacoma area, whichever is the greater, unless a different fee is negotiated.

In the first year of this Lease, annual rent shall be paid within thirty (30) days after the effective date of the Lease. Annual rent for each year after the first shall be paid each year within thirty (30) days of the anniversary of the effective date of the Lease. The effective date will be the date when the City issued a building permit or the date when Lessee accepted this Lease, whichever came later. Any annual rent payment received more than thirty (30) days after the effective date or the anniversary thereof, shall include a late payment penalty at the lesser of 2% per month or the highest rate permitted by law.

Section 9. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and Chapter 3.34 RMC, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City.

Section 10. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office and for review, inspection, or supervision of activities undertaken through the authority granted in this Lease or any ordinances relating to the subject for which a permit fee is not established, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably necessary to perform the aforementioned actions.

In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Lessee's telecommunications facilities.

Lessee shall, within 30 days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with preparation of this Lease and for Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work as the result of the presence of Lessee's facility on City-owned property. Such costs and expenses shall also include Lessee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Lessee's facilities or the routing or rerouting of any utilities so as not to interfere with Lessee's facilities.

The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 11. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

The City agrees to grant Lessee a utility easement on the subject property to serve Lessee's facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld or delayed.

Section 12. Term. The rights granted under this Lease shall have a term of five (5) years.

Section 13. Renewal. Unless the City gives written notice to Lessee that a renewal application will be required or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of this Lease's then relevant term, renewal for an additional five (5) year term will be deemed to have occurred automatically without action by either party.

If, at least one hundred twenty (120) days prior to the expiration of this Lease, the City gives written notice to Lessee that a renewal application will be required, Lessee shall file an application for renewal at least ninety (90) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
- B. Any information required pursuant to this Lease;
- C. All deposits or charges required pursuant to RMC Chapter 12.14; and
- D. The fee required for filing a telecommunications lease application to recover City costs.

Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within sixty (60) days after receiving a complete application. When such action is taken the City shall issue a written determination granting, granting with conditions that are reasonably necessary to ensure compliance with Chapter 12.14 or other applicable regulations or denying renewal in whole or in part, applying the standards set forth in RMC Sections 12.14.380 and 12.14.390, as said Sections presently exist or are hereafter amended, or any other such criteria as the City Council may choose to apply. If the City takes no action on an application for renewal within sixty (60) days after receiving a complete application for such renewal, renewal will be deemed to have occurred automatically. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 14. Joint Users. All of Lessee's supporting structures, buildings, or facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City. The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using its equipment, nor cause interference with Lessee's transmission and signals. The City will endeavor to provide Lessee with thirty (30) days notice of a new joint user.

Section 15. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased, and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried or anything done in or about the Facility which will increase the present rate of insurance.

Section 16. Alterations. Except as provided in Section 2 hereof, other than routine maintenance Lessee shall not make any substantive expansions, alterations, additions, relocating, modification or improvements to said Facility without the prior review and written consent of the City and amendment of this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure.

Section 17. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City. In the event Lessee shall place lights, signs or symbols on the Facility where they are visible from the street and not acceptable to the City, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 24 hours will constitute a breach of this Lease, thereby entitling the City to exercise any available legal remedy and to remove the lights, signs or symbols. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same at the termination of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 18. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or premises and its use of the Facility and in performing any and all work upon the Facility. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and equipment on or attached to the Facility in a safe condition, in good repair and in a manner suitable to the City. Additionally, Lessee shall keep the Facility and premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 19. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, approvals and licenses to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of its facilities until commencement of

this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, approvals and licenses, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the commencement date. City makes no representation or warranty with respect to the condition of the Facility or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 20. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 41, indemnification, as specified in Section 24, and maintenance of insurance, as specified in Section 23, and removal of all liens and encumbrances as specified in Section 18 shall cease.

Section 21. Interference. The City may have previously entered into leases with other lessees ("senior lessees") for their equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the effective date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days notice to City, terminate this Lease and restore the leased premises to its original condition, reasonable wear and tear excepted and subject to complying with Section 20 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition of extra filters on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms.

Section 22. Relocation of Facilities. Within thirty (30) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of its telecommunications facilities upon the subject property whenever the Public Works Director or his or her designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement

of any City or other improvement in or upon the subject property or for the operations of the City or other governmental entity in or upon the subject property. When such a notice is given by the City, the City shall grant a lease amendment without further application. In the event that a suitable alternative location for Lessee's telecommunications facilities cannot be located upon the subject property, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 20 and the Sections referenced therein.

Section 23. Insurance. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall provide an insurance certificate, together with an endorsement copy listing the City, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Comprehensive general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
- (2) \$2,000,000.00 for property damage resulting from any one accident; and
- (3) \$2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.00.

The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its telecommunications facilities. Failure to maintain such insurance shall be grounds for Lease cancellation. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage

shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance.

In addition to the coverage requirements set forth in this Section, each such insurance policy and insurance certificate shall contain the following endorsement and cancellation clause:

"Should any of the required policies be cancelled or reduced as to coverage before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder, the City of Redmond, and the named insured, by certified mail."

Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Section 24. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;
2. By virtue of Lessee's exercise of the rights granted herein;
3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;
4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;
5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other

adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence of the City. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its telecommunications facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 25. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims related to payment of rents, fees and/or in-kind services provided for under this Lease.

Section 26. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 100% of the estimated cost of completing or removing Lessee's telecommunications equipment and facilities and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements, and shall warrant all such restoration

work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of partially-completed and/or non-conforming telecommunications facilities and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 27. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Ten Thousand Dollars (\$10,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Ten Thousand Dollars (\$10,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 28. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 29. Holdover. At such time as this Lease expires, or is revoked or terminated for any cause, Lessee shall immediately remove its equipment and personal property from the leased premises. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 30. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City.

Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

Section 31. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear excepted.

Section 32. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 33. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 34. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 35. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 36. Assignment. This Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. In the event of a sublease, the City shall be entitled to fifty percent (50%) of any revenue above and beyond the exiting annual rent received by Lessee from any sublessee which shall be payable to the City within thirty (30) days after receipt by the Lessee. Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 37. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 38. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 39. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified inhere:

If to the City:

City of Redmond
Attn: Real Property Manager MS: CHPWE
PO BOX 97010
15670 NE 85th Street
Redmond, WA 98073-9710

If to Lessee:

Section 40. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 41. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its telecommunications facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear excepted. The Public Works Director shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 42. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 43. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 44. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities

including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

Section 45. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

I. Lessee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by

Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because the premises or the Lessee's equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

DATED this _____ day of _____, 200 _____.

CITY OF REDMOND

LESSEE

MAYOR, ROSEMARIE M. IVES

By:_____

Its:_____

ATTEST/AUTHENTICATED:

CITY CLERK, MALISA W. FILES

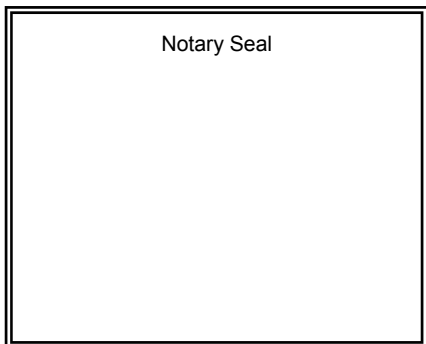
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:_____
JAMES E. HANEY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **ROSEMARIE M. IVES** is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 200_____.



Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

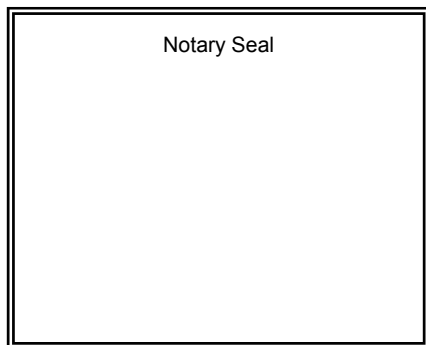
Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 200_____.



Notary Signature: _____

Printed Name: _____

Notary Public for the State of _____

Residing In: _____

My Commission Expires: _____

EXHIBIT "A"
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

Location of Facility

The east half of the northeast quarter of the southeast quarter of the southwest quarter of Section 36, Township 26 North, Range 5 East, W.M., EXCEPT the north 30 feet thereof for road as conveyed to the City of Redmond by deed recorded under Auditor's File No. 5446197.

EXHIBIT "B"
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

Description of Facility

Wireless telecommunications antenna equipment mounted to water tank. Fenced area containing radio equipment cabinets on concrete pad with underground conduits for runs up tank within a shroud to antennas. A telco rack and electrical meters and conduits as necessary.

EXHIBIT “C”
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE
Illustrated Facility

ADDENDUM #1
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

1. At anytime the City determines that the Facility must be enter to perform short duration work and the work to be performed is in an area near or adjacent to Lessee's improvements, upon request by the City the Lessee shall shut down its antenna(s) and any connected power that are in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to such antenna(s). City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shut down request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's antenna(s), and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

2. If any Metricom equipment/fixtures (tank mounted or ground) exists at the facility at the commencement of Lessee's equipment installation, Lessee shall remove such ground and tank mounted equipment/fixtures, if it is not to be used by Lessee. Unused/removed equipment/fixtures will become the possession of the City upon removal. Removal method and restoration of area from which equipment removed shall be approved by the City.

3. City hereby provides notice it plans to upgrade and modify the East and West Education Hill water tanks during the 2005 Fall-2006 Spring time period.

All telecommunication facilities/fixtures attached to both the East and West tanks shall be removed during the duration of the refurbishment and modification. Removal of any telecommunication equipment, cabling, etc. attached to the tank will be at the sole cost and expense of the Lessee. Removal process shall be authorized by the City.

4. If Lessee desires to install temporary telecommunication antennas at the facility before or during the tank upgrade and modification project, this Lease will become effective and all terms shall apply. Lessee shall have all temporary plans approved by the City and secure all necessary permits. Temporary facility plans will become an addendum to this Lease without further application.

5. Following tank refurbishment and modifications, antennas must be attached to a hand rail system that will be installed by City as a tank modification around the top outer edge of the tank. Any reinstallation of materials, attachment devises, installation scheduling, design, etc. by Lessee shall first be authorized and permitted by the City. If Lessee desires to reinstall any telecommunication equipment, such installation will be at the sole cost and expense of the Lessee. Plans showing the relocated equipment, modifications or improvements shall be provided to the City and made an addendum to this Lease without further application.

STRUCTURAL NOTES

CODE

ALL MATERIALS, WORKMANSHIP, DESIGN, AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, AND THE INTERNATIONAL BUILDING CODE (IBC), 2003 EDITION, SPECIFICATIONS AND STANDARDS WHERE REFERENCED ON THE DRAWINGS SHALL BE THE LATEST EDITION.

DESIGN LOADS

DEAD LOADS: ROOF 10 PSF
LIVE LOADS: ROOF (SNOW LOAD) 25 PSF
WIND LOAD: 65 MPH, EXPOSURE C
 $F = 0.24 \times 0.24 \times 22.8 \text{ kN}$

$q_s = 19.02$
 $q = 0.85$ (ASCE 7-02, 6.5.8.1)
 $C_t = 1.4$ (ROOF TOP EQUIPMENT)
 $I = 1.00$
MAXIMUM ANTENNA FACE AREA SHALL NOT EXCEED 6.0 SQUARE FEET

SPECIAL INSPECTION - PER IBC CHAPTER 17

OPERATION	CONTINUOUS	PERIODIC	REMARKS
STRUCTURAL EPOXY			
EPOXY ADHESIVE		X	
SHOP & FIELD WELDING			
SINGLE PASS FILLET WELDS $\leq 5/16"$		X	

THE SPECIAL INSPECTION PROGRAM SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

SPECIAL INSPECTION SHALL BE PERFORMED BY A QUALIFIED TESTING AGENCY DESIGNATED BY THE OWNER AND APPROVED BY THE CITY, THE ARCHITECT, STRUCTURAL ENGINEER, AND THE CITY SHALL BE FURNISHED WITH COPIES OF ALL RESULTS.

STRUCTURAL STEEL

STRUCTURAL STEEL DESIGN, FABRICATION, AND ERECTION SHALL BE IN ACCORDANCE WITH THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LATEST EDITION.

PLATES, SHAPES, ANGLES, AND RODS SHALL CONFORM TO ASTM A36, $F_y = 36$ KSI.

STRUCTURAL TUBING MEMBERS SHALL CONFORM TO ASTM A500, GRADE A OR A501. PIPE SECTIONS SHALL CONFORM TO ASTM A53, GR. B TYPE E OR S.

ALL STEEL SHALL BE HOT DIP GALV. IN ACCORDANCE WITH SPECIFICATIONS.

BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED ASTM A325 BOLTS (5/8") AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE. ANCHOR BOLTS SHALL CONFORM TO ASTM A307 UNLESS NOTED OTHERWISE.

CONTRACTOR SHALL PROVIDE CONNECTION ADJUSTMENT TOLERANCES TO SATISFY THE REQUIREMENTS OF AISC MANUAL OF STEEL CONSTRUCTION.

NON-STRUCTURAL CONNECTIONS FOR HANDRAIL, LADDERS, AND STEEL GRATING MAY USE 5/8" GALVANIZED ASTM A307 BOLTS UNLESS NOTED OTHERWISE.

WELDING

WELDING SHALL CONFORM TO AWS D1.1 2000 EDITION. ALL WELDING SHALL BE DONE WITH 70 KSI LOW HYDROGEN ELECTRODES. WHERE NOT CALLED OUT, MINIMUM FILLET WELD SIZE SHALL BE PER TABLE 5.8 IN AWS "STRUCTURAL WELDING CODE", 2000 EDITION.

ALL WELDING SHALL BE DONE BY WASHINGTON ASSOCIATION OF BUILDING OFFICIALS (WABO) CERTIFIED WELDERS.

GENERAL

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH ARCHITECTURAL, CIVIL, ELECTRICAL, AND MECHANICAL DRAWINGS FOR BRIDGING AND CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR COMPATIBILITY BEFORE PROCEEDING. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

CONTRACTOR TO SEE ARCHITECTURAL, CIVIL, ELECTRICAL, AND MECHANICAL DRAWINGS FOR SIZE AND LOCATION OF PIPE, VENT, DUCT AND OTHER OPENINGS AND DETAILS NOT SHOWN ON THESE DRAWINGS.

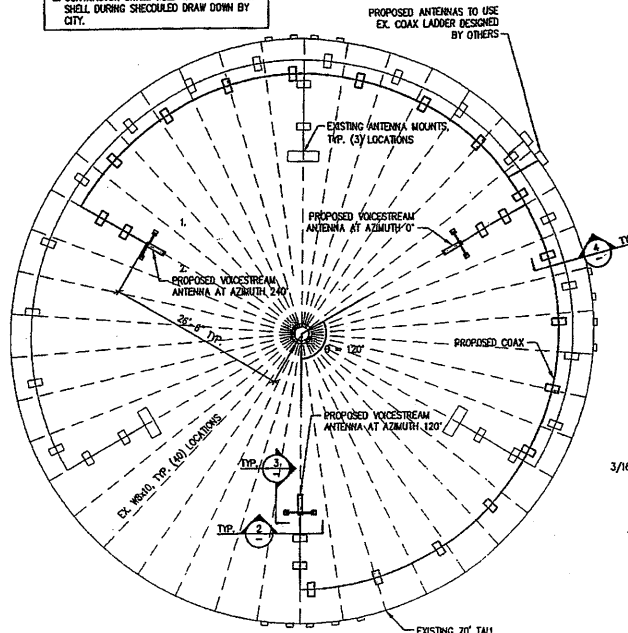
CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION STABILITY AND TEMPORARY SHORING AS NECESSARY UNTIL PERMANENT SUPPORT AND STIFFENING ARE INSTALLED.

CONTRACTOR-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT AND STRUCTURAL ENGINEER FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. CHANGES SHOWN ON SHOP DRAWINGS ONLY WILL NOT SATISFY THIS REQUIREMENT.

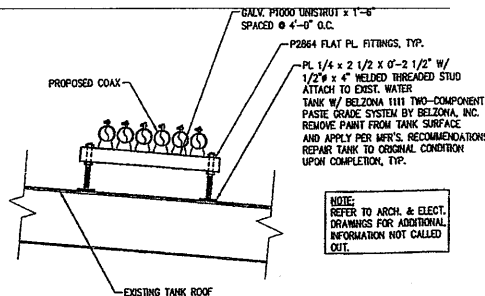
DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF A SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT AND THE STRUCTURAL ENGINEER.

NOTES

- CENTER TRIPPODS ON EXISTING WF BEAM LINES. CONTRACTOR SHALL FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL WELD TRIPPODS TO ROOF SHELL DURING SCHEDULED DRAW DOWN BY CITY.



1 DETAIL
SCALE: 1/8" = 1'-0"



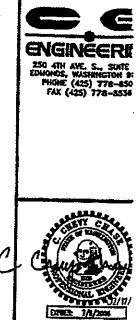
4 DETAIL
SCALE: 1 1/2" = 1'-0"

2 DETAIL
SCALE: 1" = 1'-0"

3 DETAIL
SCALE: 1" = 1'-0"

- NOTES:
- ALL STEEL SHALL BE HOT DIP GALV. UNL.O.
 - REFER TO ARCH. DWGS. FOR ADDITIONAL INFORMATION NOT CALLED OUT.

NOTE: REFER TO DET. 2 FOR INFORMATION NOT CALLED OUT



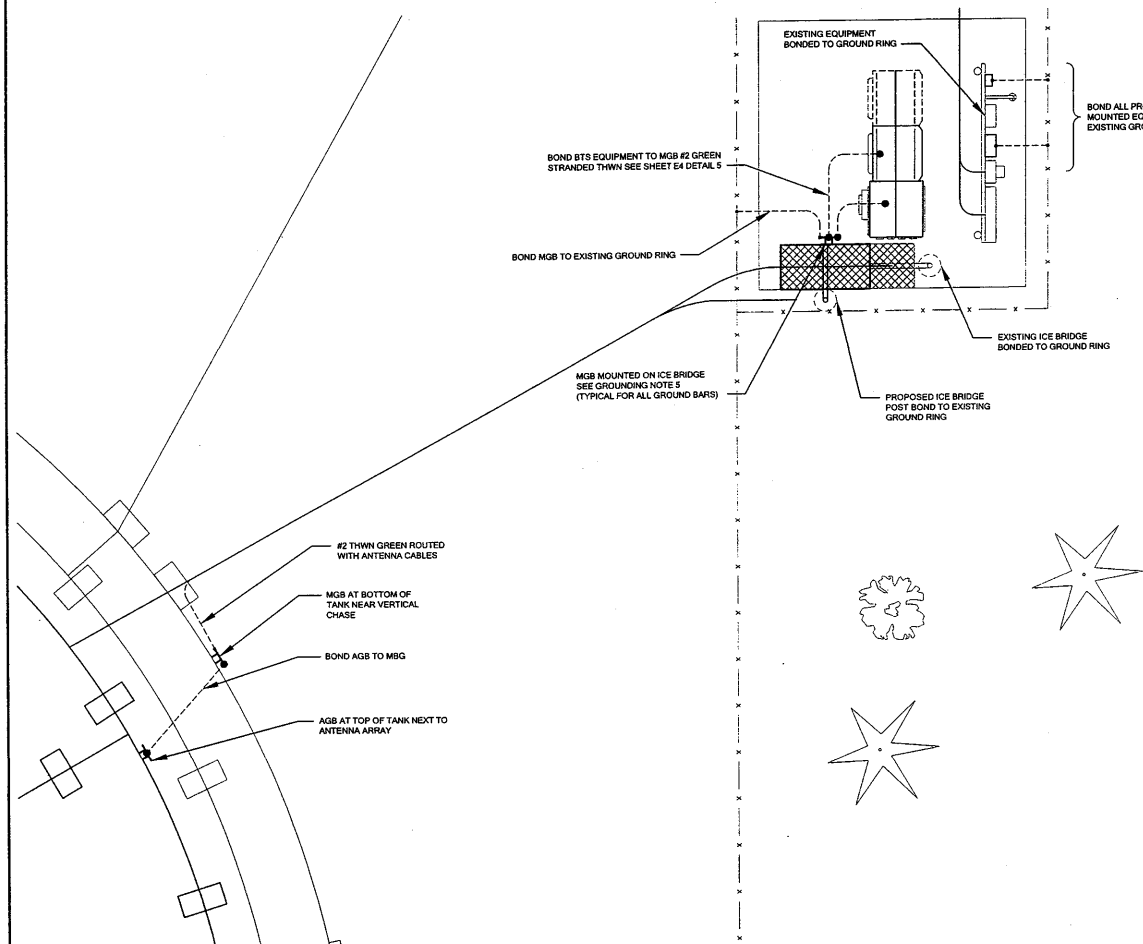
DATE	DESCRIPTION
02/17/05	PERMIT SUBMITTAL
02/17/05	DESIGN
02/17/05	DRAWING
02/17/05	CHECK
02/17/05	JOB NO: 050501
02/17/05	DATE

JONATHAN HARTMAN PARK SE2662A
17100 NE 104TH ST
REDMOND, WA 98052

STRUCTURAL PLAN & NOTES

SHEET:

S-1



1 SITE GROUNDING PLAN
 22x34 SCALE: 1" = 1'-0"
 11x17 SCALE: 1/2" = 1'-0"

GROUNDING NOTES

- GROUNDING SHALL COMPLY WITH LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).
- MINIMUM BENDING RADIUS FOR A GROUNDING CONDUCTOR IS 8".
- NO SPLICES SHALL BE PERMITTED IN GROUND CONDUCTORS.
- ALL GROUNDING CONNECTORS ARE TO BE CLEAN AND FREE OF PAINT AND DEBRIS AT THEIR BONDING SURFACES, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. USE PENETROX OR EQUIVALENT ANTIOXIDANT GREASE.
- ALL GROUND BAR CONNECTIONS ARE TO BE 2-HOLE LUG COMPRESSION TYPE. STACKED CONNECTIONS ARE NOT ACCEPTABLE. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BAR ARE PERMITTED.
- ALL MECHANICAL CONNECTORS SHALL BE TORQUED TO THE MANUFACTURER'S SPECIFIED VALUES.
- MULTIPLE BONDS ON GROUND RODS TO BE SEPARATED BY A MINIMUM OF 6".
- MAXIMUM RESISTANCE (TO EARTH) OF THE COMPLETED GROUNDING SYSTEM SHALL NOT EXCEED 5 OHMS. REFER TO GROUNDING NOTE 12 FOR TESTING REQUIREMENTS.
- TO PREVENT ESTABLISHING A "CHOCK" POINT, GROUND WIRES SHALL NOT BE ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS.
- GROUND BARS SHALL NOT BE FIELD MODIFIED.
- GROUND BARS SHALL BE BURIED 30" BELOW FINISHED GRADE.
- A CERTIFIED CONTRACTOR SHALL ADMINISTER ALL REQUIRED TESTS FOR DETERMINING THE OPERATIONAL QUALITY OF THE GROUNDING SYSTEM. THE GROUNDING SYSTEM SHALL BE TESTED USING A MEGGER OR APPROVED EQUIVALENT TESTING INSTRUMENT. THREE TESTS SHALL BE ISSUED FOR DETERMINING THE RESISTANCE OF THE GROUNDING SYSTEM: 1 TEST AT 100 FEET, 1 TEST AT 70 FEET, AND 1 TEST AT 35 FEET. THESE TEST LOCATIONS ARE GENERIC DISTANCES, ARE SUBJECT TO CHANGE, AND SHOULD BE VERIFIED ON A SITE BY SITE BASIS. VOICESTREAM WIRELESS SHALL BE GIVEN 24 HOURS NOTICE PRIOR TO THE TESTING OF THE GROUNDING SYSTEM. THE COST ASSOCIATED WITH GROUND TESTING SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
- ALL CONDUCTORS BONDING EQUIPMENT TO THE GROUND RING SHALL BE #2 SOLID BARE TINNED COPPER WIRE, UNLESS NOTED OTHERWISE.

SYMBOL LEGEND

MGB	MASTER GROUND BAR 1/4"x4"x24" COPPER
TT	
EGB	EQUIPMENT GROUND BAR 1/4"x4"x12" OR 1/4"x4"x20" COPPER
TT	
---	EXPPOSED WIRING
---	UNDERGROUND WIRING
■	CADWELD
•	MECHANICAL CONNECTION
●	5/8"x8" COPPER CLAD STEEL GROUND ROD
⊙	INSPECTION PORT
⊥	GROUND



PROJECT INFORMATION:

**JONATHAN HARTMAN PARK
SE2662A**

**17100 NE 104TH STREET
REDMOND, WA 98052
CITY OF REDMOND**

ISSUED FOR:

BUILDING PERMIT

REVISION HISTORY:

No.	DATE	DESCRIPTION	CHK. BY:	APPV. BY:
1	11/18/2004	ISSUED FOR BPS	B/JT	MP
2	7/02/2004	ISSUED FOR DESIGN REVIEW	B/JT	LS

PLANS PREPARED BY:

**B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106**

DRAWN BY: CHK. BY: APPV. BY:

GLHS, AAL B/JT AM

LICENSE:



EQUIPMENT:

STS EQUIPMENT AND ANTENNAS COLOCATED W/EXISTING WCF AND WATER RESERVOIR TANK

DRAWING INFORMATION:

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:






GROUNDING PLAN

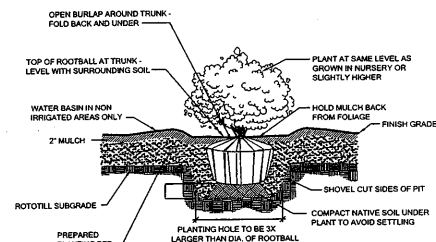
DRAWING NUMBER:

E-2

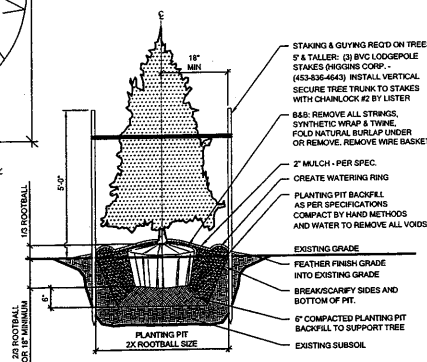


LANDSCAPE PLAN
22x34 SCALE: 1/2" = 10'-0"
11x17 SCALE: 1/4" = 20'-0"

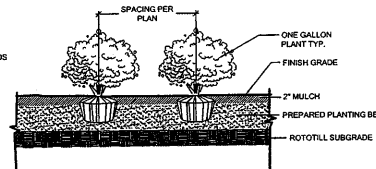
LEGEND				
SYMBOL	QTY.	NAME	SIZE	COMMENTS
	TBD	MAHONIA REPENS (CREEPING MAHONIA)	4" POT	FULL, 12" O.C. TRIANGULAR SPACING
	1	MYRTICA CALIFORNICA (COMPACT STRAWBERRY TREE)	5 GAL. CONT. 24" HT.	COMPACT
	3	ARBUSUS UNEDO (COMPACT STRAWBERRY TREE)	5 GAL. CONT. 18"x21" HT., SPRD.	COMPACT
	3	TSUGA HETEROPHYLLA (WESTERN HEMLOCK)	MIN. 8' HT., 8-8	COMPACT, SYMMETRICALLY BRANCHED
	0	PSEUDOSUGLA MENSIESII (DOUGLAS FIR)	MIN. 8' HT., 8-8	COMPACT, SYMMETRICALLY BRANCHED
NOTES				



TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONIFER PLANTING DETAIL



**CONTAINER
PLANTING DETAIL**

**PROJECT INFORMATION:**

JONATHAN HARTMAN PARK
SE2662A

17100 NE 104TH STREET
REDMOND, WA 98052
CITY OF REDMOND

ISSUED FOR:

BUILDING PERMIT

REVISION HISTORY:

[illegible]

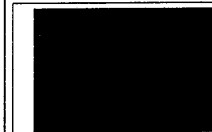
PLANS PREPARED BY:

B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106

DRAWN BY: _____ CHK. BY: _____ APPV. BY: _____

GLHS, AAL	BJT	AM
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LICENSURE: =



EQUIPMENT:

BTS EQUIPMENT AND ANTENNAS COLOCATED W/EXISTING WCF AND WATER RESERVOIR TANK

DRAWING INFORMATION:

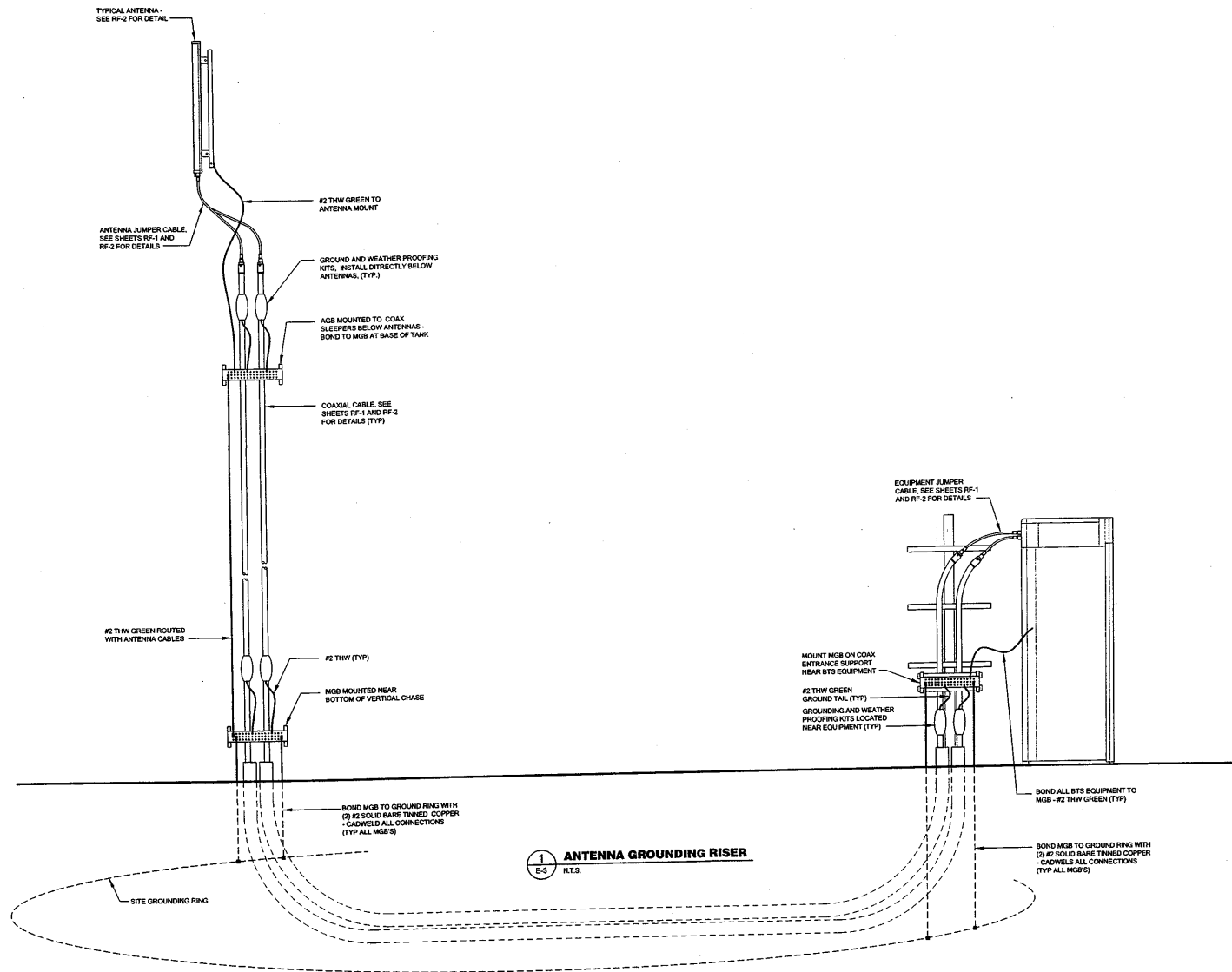
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DRAWING TITLE: _____

LANDSCAPE PLAN

DRAWING NUMBER:

LS-1



PROJECT INFORMATION:

**JONATHAN HARTMAN PARK
SE2662A**

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REDMOND, WA 98052
CITY OF REDMOND

ISSUED FOR:

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REVISION HISTORY:

No.	DATE	DESCRIPTION	CHK.	APPV.
			BY:	BY:
1	11/18/2004	ISSUED FOR BPS	BJT	MP
2	7/22/2004	ISSUED FOR DESIGN REVIEW	BJT	LS

PLANS PREPARED BY:

B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106

DRAWN BY: **CHK. BY:** **APPV. BY:**

GLHS, AAL BJT AM

LICENSURE:



EQUIPMENT:

BTS EQUIPMENT AND ANTENNAS COLOCATED W/EXISTING WCF AND WATER RESERVOIR TANK

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DRAWING TITLE:

**ELECTRICAL
GROUNDING DETAILS**

DRAWING NUMBER:

E-3